

BROWN & JONES REPORTING, INC.

IN THE UNITED STATES DISTRICT COURT FOR THE
MIDDLE DISTRICT OF PENNSYLVANIA

CYNTHIA ANNE DIVEGLIA formerly CYNTHIA ANNE KAYLOR,
Plaintiff,

-vs-

Case No. 1-CV-00-1342

NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY,
Defendant.

Video Examination of SHARON HYDE, taken
at the instance of the Plaintiff, under and pursuant to
the Federal Rules of Civil Procedure, pursuant to
Notice, before JANE M. JONES, a Certified Realtime
Reporter, Registered Merit Reporter and Notary Public in
and for the State of Wisconsin, at Brown & Jones
Reporting, Inc., 312 East Wisconsin Avenue, Milwaukee,
Wisconsin, on the 24th day of April, 2001, commencing at
1:11 p.m. and concluding at 1:49 p.m.

(6)

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Suite 608
Milwaukee, WI 53202
PHONE: (414) 224-9533

1 Q Now, you sent to me this letter of May 30th, which
2 we previously identified as Exhibit 7. Would you
3 read the second sentence of this letter, please?

4 A "I have completed my review of the file, and I'm
5 writing to advise you that I'm in full agreement
6 with Ms. Balistreri's determination that Ms. Kaylor
7 no longer qualifies for continuing disability
8 benefits."

9 Q What was the determination of Ms. Balistreri that
10 you were in full agreement with?

11 A That she -- that Ms. Kaylor didn't qualify for
12 benefits.

13 Q For what reason?

14 A There was no medical proof of ongoing disability.

15 Q Now, any other reasons other than that, which is
16 what she set forth?

17 A No. I didn't see anything different from that.

18 Q So after you reviewed the file, you were of the
19 same opinion?

20 A That's correct.

21 Q Let me ask you this. Did you rely on any specific
22 documentation to reach that conclusion?

23 A No. My review encompassed the entire file and all
24 of the information that was in the file.

25 Q Did you bring into this review process any

1 additional information?

2 A Not that I recall, no.

3 Q So this is the -- this is what I understand and
4 what I set forth. Benefits were terminated because
5 of what was considered lack of medical proof of
6 ongoing disability, right?

7 A Correct.

8 Q And is it correct, though, that despite that
9 conclusion that Drs. Seidman and Borgen had
10 provided attending physician statements
11 periodically as requested from February 9, 1998
12 through March 27th, 2000?

13 A Yes, they had provided APS's with their opinions
14 on.

15 Q Would you agree that their opinions were consistent
16 over that two-year period -- not only their own
17 opinions, but the opinions of each doctor was
18 consistent with the other?

19 A As I recall, yes.

20 Q And did they basically -- was it the stated
21 opinions of the doctors over two years that Cynthia
22 Diveglia was disabled as a trial lawyer -- I'm now
23 summarizing. This is not word for word. Disabled
24 as a trial lawyer because the stress and fatigue of
25 trial work would compromise her ability to stay in

1 A The International Standard Lawyer Number Database
2 was checked and shows that the law firm profile of
3 Diveglia & Kaylor spends a hundred percent of
4 practice devoted to litigation.

5 Q So it was investigated, and it was determined that
6 she was a trial lawyer, right?

7 MR. HENEFER: Objection to the form of
8 the question. You can answer if you're able.

9 THE WITNESS: It says she's a trial
10 attorney; however, we continued to try to confirm
11 that that was indeed factual.

12 BY MR. DIVEGLIA:

13 Q And that wasn't the basis for discontinuing the
14 benefits, was it?

15 A The basis we closed the claim was because there was
16 no medical proof of continuing disability.

17 Q And you agreed 100 percent with what Ms. Balistreri
18 had said in her --

19 A Yes.

20 MR. DIVEGLIA: No further questions.

21 MR. HENEFER: You're done.

22 VIDEOGRAPHER: Off the record at 1:49
23 p.m.

24 (Proceedings concluded at 1:49 p.m.)

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